

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 03-13-64000

HUD# 07-13-0475-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

TAKEDOWN INVESTMENTS, LC

c/o Tracy Watts

3011 Jepsen Rd

Cedar Falls, Iowa 50613

TRACY A. WATTS

3011 Jepsen Rd

Cedar Falls, Iowa 50613

COMPLAINANT

MARY CHAPMAN

Commissioner

Iowa Civil Rights Commission

400 East 14th Street

Des Moines, Iowa 50319

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties: Complainant is a member of the Iowa Civil Rights Commission. As a member, Complainant has the authority to file a complaint alleging a discriminatory practice in violation of the "Iowa Civil Rights Act of 1965," Iowa Code Chapter 216. Complainant alleged on February 15, 2013, Respondents published an advertisement for a one-bedroom apartment for rent, which stated, "Great place for singles or couples," indicating a preference or limitation based on familial status, the presence of minor children in the household. Respondents own and manage the subject property, a 4-plex, located at, 1022 West 22nd Street, Cedar Falls, IA 50613.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Law

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing

under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.

2. Respondents acknowledge that the Federal Fair Housing Laws Act, as amended, makes it unlawful to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, disability, familial status, national origin,, or an intention to make any such preference, limitation, or discrimination. 42 U.S.C. 3604(c) (Section 804(c) of the Fair Housing Act).

Respondents also acknowledge that the Iowa Civil Rights Act makes it unlawful to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, disability, familial status, national origin, sexual orientation or gender identity, or an intention to make any such preference, limitation, or discrimination. Iowa Code § 216.8(1)(c).

3. Respondents acknowledge that the Federal Fair Housing Laws Act, as amended, makes it unlawful to refuse to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person based on race, color, religion, sex, disability, familial status, national origin,, or an intention to make any such preference, limitation, or discrimination. 42 U.S.C. 3604(a) (Section 804(a) of the Fair Housing Act).

Respondents also acknowledge that the Iowa Civil Rights Act makes it unlawful to refuse to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person because of the race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person. Iowa Code § 216.8(1)(a).

Voluntary and Full Settlement

4. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

5. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

6. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

7. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

8. The parties agree the terms of this Agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

Release

9. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, and with regard to any and all other matters, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office

of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Training

10. Respondents agree Tracy A. Watts will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of their receipt of a Closing Letter from the Commission. The training will address all aspects of fair housing law, but will emphasize the law regarding the prohibition discriminatory advertising and refusal to rent due to familial status. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondents also agree to send documentation to the Commission, verifying the fair housing training has been completed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of completing the training.

Future Advertising

11. Respondents agree they will only market the attributes of their rental properties and not reference a preferred type of tenant(s)/occupant(s). Respondents agree all future advertising in newspapers, pamphlets, brochures, other promotional literature, and on any Internet website will not state a preference for any particular type of tenant based on a personal characteristic.

For twelve months following the execution of this Settlement Agreement, Respondents agree all future advertisements on any Internet website, pamphlets, brochures, flyers, yard signs and other promotional literature for all rental units, other than efficiency apartments, will include the following language:
"Families with children are welcome."

For twelve months following the execution of this Settlement Agreement, Respondents agree to send a copy of the first advertisement with the above stated language to the Commission to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of distributing the advertisement.

Respondents acknowledge property owners, managers, and agents cannot discourage families with children from seeking or making application for available rental units by making any statement, verbal or written, that indicates families with children are not welcome or not solicited as tenants.

12. For twelve months following the execution of this Agreement, Respondents also agree to retain copies of all advertising in newspapers and Internet websites, pamphlets, brochures, and all other promotional literature (with the corresponding dates they were distributed) if requested by the Commission, Respondents agree to provide copies of all advertising in newspapers and Internet websites, pamphlets, brochures, other promotional literature, for any particular period of time within the twelve-month period stated above, within thirty (30) days of such request.

Demographics

13. On an annual basis for the next three years, Respondents agree to provide a “snapshot” of all occupants at their rental properties. On or before July 1, 2013, July 1, 2014, and July 1, 2015, Respondents agree to provide a snapshot of all occupants as of June 1, 2013, June 1, 2014, and June 1, 2015. Each snapshot shall include: (1) the address and apartment number of each rental property; (2) the number of occupants residing at each apartment; (3) the number of minor children (under the age of 18) living at each apartment.

Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may upon written request collect contact information for each tenant (name, address, and telephone number), all of which will be submitted to the Commission in a reasonable time period.

Relief for Complainant

14. Respondents agree to promote Fair Housing by notifying all their current tenants that 2013 is the 45th Anniversary of the Fair Housing Act, by printing a full-color flyer and distributing the flyer to

each of their tenants on or before June 30, 2013. The flyer will be a minimum size of 8.5" x 11" and Respondents agree to access the flyer online at:
http://portal.hud.gov/hudportal/documents/huddoc?id=nfha_hud_12_en_chalkflag.pdf

Prior to the printing the flyers, Respondents agree to add the following contact information for the Commission to the flyer directly below the contact information for HUD or at the bottom of the flyer:

Or Contact the Iowa Civil Rights Commission at 515-281-4121 or

Toll Free at 1-800-457-4416 or online at <http://www.state.ia.us/government/crc/>

Respondents also agree to send a copy of the flyer distributed to tenants to the Commission, verifying the fair housing flyers have been distributed with a list of the address for each property with the number of rental units at each property that received the flyer, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of distributing the flyer.

Signatures on the following page (Page 6)

Takedown Investments, LC, RESPONDENT

Date

Tracy A. Watts, RESPONDENT

Date

Mary Chapman, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION